

AGREEMENT REGARDING CONFIDENTIALITY OF
BUSINESS INFORMATION

The United States Environmental Protection Agency ("EPA"), and Altino Properties, Inc., J.H. Baxter & Co. and Vertellus Specialties Inc., who are entering into this Agreement with EPA, hereby agree that settlement of the Government's claim for reimbursement of response costs EPA has or will incur in connection to the Quendall Terminals Superfund Site in Renton, WA will be facilitated by disclosure of financial information that has been and will be provided to EPA by Altino Properties, Inc., and J.H. Baxter & Co. (hereinafter "submitters"). The financial information may be entitled to confidential treatment under 40 CFR part 2. Furthermore, the parties herein agree that the limitation on the disclosure of the documents subject to this Agreement is necessary in order to protect the interest of the submitters in the confidentiality of their business information.

The terms of the Agreement Regarding Confidentiality of Business Information (hereinafter "Agreement") are as follows:

1. EPA shall provide the document(s) containing information which may be entitled to confidential treatment to Vertellus Specialties Inc. and such documents shall be handled in accordance with the terms of this Agreement.

2. As used in this Agreement, the term "confidential information" means trade secrets or commercial or financial information submitted by a person to EPA and which may be entitled to confidential treatment under 40 CFR part 2. This information has not been determined by EPA under 40 CFR part 2, subpart B, not to be entitled to confidential treatment.

3. Any information to be produced by EPA pursuant to this Agreement shall be stamped conspicuously with the word "CONFIDENTIAL" by EPA on each page of each document prior to production to Vertellus Specialties Inc. The transmittal of information designated as confidential shall be done by letter from EPA stating that the information designated as confidential is subject to this Agreement.

4. Information designated as confidential under this Agreement shall not be used or disclosed by Vertellus Specialties Inc. or any other person subject to paragraph 7 below for any purpose other than the preparation for negotiation of a settlement.

5. Vertellus Specialties Inc. and Vertellus Specialties Inc.'s counsel who obtain information designated as confidential hereunder, and any nonparty subject to this Agreement, shall not disclose or permit disclosure of this information to any other person, including, without limitation any officer, director, employee, agent or representative of Vertellus Specialties Inc., its counsel, or any nonparty, except in the following

circumstances:

(a) Disclosure may be made to employees (including officers or directors) of Vertellus Specialties Inc. or its counsel who have responsibility for settlement negotiations involving the Quendall Terminals Superfund site. Any employee to whom disclosure is made shall be advised of, and become subject to the provisions of this Agreement prior to such disclosure by executing the Confidentiality Agreement (Annex 1) annexed hereto. Employees do not include persons, firms or corporations engaged by Vertellus Specialties Inc. or its counsel on a contract basis, who shall be subject to the requirements of subparagraph (b) of this paragraph.

(b) Disclosure may be made to consultants, witnesses, experts or employees of experts ("Expert(s)") employed or otherwise engaged by Vertellus Specialties Inc. or its counsel to assist in the preparation for negotiations. Prior to disclosure to any Expert, the Expert must agree to be bound by the terms of this Agreement by executing the Confidentiality Agreement annexed hereto. A copy of each executed Confidentiality Agreement shall be furnished to EPA and submitted not less than five (5) business days prior to disclosure to the Expert of the business information.

6. Vertellus Specialties Inc., its counsel and any other person subject to this Agreement who obtains information designated as confidential hereunder, shall take all necessary and appropriate measures to maintain the confidential nature of the information, shall share such information only with persons authorized to receive it pursuant to this Agreement, and shall retain the information in a secure manner. Except as provided in paragraph 5 above, no other person shall be permitted access to the information.

7. Any person who obtains access to information designated as confidential under this Agreement may make copies, duplicates, extracts, summaries, or descriptions of the information or any portion thereof only for the purpose of preparation for settlement negotiations for cost recovery at the Quendall Terminals Superfund site. All copies, duplicates, extracts, etc. shall be subject to terms of this Agreement to the same extent and manner as original documents.

8. Any unauthorized disclosure of information designated as confidential under this Agreement shall not result in a waiver of any submitter's claim of confidentiality.

9. Within sixty (60) days after termination of negotiations, or as determined by EPA, any person who obtained information designated as confidential under this Agreement shall assemble and return such information to EPA, including all copies, extracts, summaries, or descriptions of the information or portions thereof. Such return shall be certified in writing by the person who obtained the information from EPA. All such information

covered by this Agreement which constitutes the work product of counsel or Vertellus Specialties Inc. shall be destroyed. The return or destruction of the information shall be certified in writing by a Vertellus representative. However, if before the expiration of the 60 days the United States has filed in Federal court a cost recovery action for the Quendall Terminals Superfund site, naming Vertellus Specialties Inc. as a party, Vertellus Specialties Inc. may retain the information.

Dated: _____ Counsel for Vertellus Specialties Inc.

By: _____
Name: _____

Dated: _____ Counsel for Altino Properties, Inc.

By: _____
Name: _____

Dated: _____ Counsel for J.H Baxter & Co.

10/6/15

By: _____
Name: _____

J. E. Benedict
J. E. BENEDICT

Dated: _____ U.S. Environmental Protection Agency

By: _____

Ted Yackulic
Assistant Regional Counsel

Annex 1

Business Information Confidentiality Agreement

The undersigned is currently working at _____
which is located at _____.
The undersigned is employed by Vertellus Specialties Inc.
("Vertellus") or Vertellus's counsel in this matter or has been
engaged as a consultant or contractor by Vertellus or Vertellus's
counsel in this matter.

The undersigned hereby acknowledges that he/she has read the
foregoing Agreement regarding Confidentiality of Business
Information ("Agreement") executed by the attorneys for the parties
involved in settlement of EPA's claim concerning the Quendall
Terminals Superfund Site, understands the terms thereof, and agrees
to be bound by such terms. Accordingly, among other
responsibilities, the undersigned shall only share such information
with persons specifically authorized to receive the information
pursuant to the Agreement, shall retain the information in a secure
manner, and shall use such information only for the purposes
authorized by the Agreement. The undersigned understands that the
pledge of confidentiality under this Confidentiality Agreement
continues after any lawsuit associated with the settlement
negotiations is over. Furthermore, the undersigned understands that
a breach of the Agreement may subject him/her to civil claims for
damages and to criminal prosecution under 42 U.S.C. § 9604(e) (7) (B).

Dated: _____

Signed: _____

9. Within sixty (60) days after termination of negotiations, or as determined by EPA, any person who obtained information designated as confidential under this Agreement shall assemble and return such information to EPA, including all copies, extracts, summaries, or descriptions of the information or portions thereof. Such return shall be certified in writing by the person who obtained the information from EPA. All such information covered by this Agreement which constitutes the work product of counsel or Vertellus Specialties Inc. shall be destroyed. The return or destruction of the information shall be certified in writing by a Vertellus representative. However, if before the expiration of the 60 days the United States has filed in Federal court a cost recovery action for the Quendall Terminals Superfund site, naming Vertellus Specialties Inc. as a party, Vertellus Specialties Inc. may retain the information.

Dated: Counsel for Vertellus Specialties Inc.

By: Thomas E. Mosevick
Name: THOMAS E. MOSEVICK, Senior Counsel

Dated: Counsel for Altino Properties, Inc.

By: Lynn T. Manolopoulos
Name: LYNN T. MANOLOPOULOS

Dated: Counsel for J.H. Baxter & Co.

By: _____
Name: _____

Dated: U.S. Environmental Protection Agency

By: Ted Yackulic
Ted Yackulic
Assistant Regional Counsel

Annex 1

Business Information Confidentiality Agreement

The undersigned is currently working at _____
which is located at _____

_____. The undersigned is employed by Vertellus Specialties Inc. ("Vertellus") or Vertellus's counsel in this matter or has been engaged as a consultant or contractor by Vertellus or Vertellus's counsel in this matter.

The undersigned hereby acknowledges that he/she has read the foregoing Agreement regarding Confidentiality of Business Information ("Agreement") executed by the attorneys for the parties involved in settlement of EPA's claim concerning the Quendall Terminals Superfund Site, understands the terms thereof, and agrees to be bound by such terms. Accordingly, among other responsibilities, the undersigned shall only share such information with persons specifically authorized to receive the information pursuant to the Agreement, shall retain the information in a secure manner, and shall use such information only for the purposes authorized by the Agreement. The undersigned understands that the pledge of confidentiality under this Confidentiality Agreement continues after any lawsuit associated with the settlement negotiations is over. Furthermore, the undersigned understands that a breach of the Agreement may subject him/her to civil claims for damages and to criminal prosecution under 42 U.S.C. § 9604(e) (7) (B).

Dated: _____

Signed: _____